

EXHIBIT 10

Page 1

- BORIS GRONENBERG -

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
BONNY GAS TRANSPORT LIMITED, as)
owner of the LNG FINIMA (IMO)
No. 7702401),) CASE NO.
Plaintiff,) 14-cv-9542 (VEC)

-----X

-against-)

O.W. BUNKER GERMANY GMBH, NUSTAR)
TERMINALS MARINE SERVICES, N.V.,)
NUSTAR ENERGY SERVICES, INC.,)
ING BANK N.V.,)

Defendants.)

-----X
HAPAG-LLOYD AKTIENGESELLSCHAFT,)

Plaintiff,) CASE NO.
-----X) 14-cv-9949 (VEC)

-against-)

U.S. OIL TRADING LLC, O.W. BUNKER)
GERMANY GMBH, O.W. BUNKER & TRADING)
A/S, ING BANK N.V., CREDIT AGRICOLE)
S.A.,)

Defendants.)

-----X
HAPAG-LLOYD AKTIENGESELLSCHAFT,)

Plaintiff,) CASE NO.
-----X) 14-cv-10027 (VEC)

-against-)

O'ROURKE MARINE SERVICES, L.P.,)
L.L.P., O.W. BUNKER GERMANY GMBH,)
O.W. BUNKER USA, INC., ING BANK)
N.V.,)

Defendants.)

-----X
February 24, 2016
9:05 a.m.

DEPOSITION OF BORIS GRONENBERG

<p style="text-align: center;">Page 2</p> <p>1 - BORIS GRONENBERG - 2 UNITED STATES DISTRICT COURT) 3 SOUTHERN DISTRICT OF NEW YORK) 4 -----x) 5 U.S. OIL TRADING LLC,) 6 Plaintiff,) CASE NO. 7) 15-cv-6718 (VEC) 8 -against-) 9) 10 M/V VIENNA EXPRESS, her tackle,) 11 boilers, apparel, furniture,) 12 engines, appurtenances, etc.,) 13 in rem: M/V SOFIA EXPRESS, her) 14 tackle, boilers, apparel,) 15 furniture, engines, appurtenances,) 16 etc., in rem,) 17) 18 Defendants.) 19 -----x) 20 HAPAG-LLOYD AKTIENGESELLSCHAFT, as) 21 Claimant to the M/V VIENNA EXPRESS,) CASE NO. 22) ^ 23 Counter-Claimant and) 24 Third-Party Plaintiff,) 25 - against -) 26 U.S. OIL TRADING LLC,) 27) 28 Counter-Defendant and) 29) Pages 18 - 19 30 O.W. BUNKER GERMANY GMBH, O.W.) have been 31 BUNKER TRADING A/S, ING BANK N.V.,) designated as 32 and CREDIT AGRICOLE CORPORATE AND) Highly 33 INVESTMENT BANK, a division or arm) Confidential 34 of CREDIT AGRICOLE S.A.,) 35) 36 Third-Party Defendant. 37 -----x 38 DATE: February 24, 2016 39 TIME: 9:05 a.m. 40 VIDEOCONFERENCE DEPOSITION OF BORIS 41 GRONENBERG, held at the offices of McDermott Will 42 & Emery, 340 Madison Avenue, New York, New York, 43 pursuant to Notice, before Hope Menaker, a Shorthand 44 Reporter and Notary Public of the State of New York.</p>	<p style="text-align: center;">Page 4</p> <p>1 - BORIS GRONENBERG - 2 APPEARANCES: (cont'd) 3 BLANK ROME LLP 4 Attorneys for NuStar 5 717 Texas Avenue, Suite 1400 6 Houston, Texas 77002 7 BY: KEITH B. LETOURNEAU, ESQ. (Via videoconference) 8 9 ALSO PRESENT: 10 Ms. A.J. Elterman, Interpreter 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: center;">Page 3</p> <p>1 - BORIS GRONENBERG - 2 APPEARANCES 3 SEWARD & KISSEL LLP 4 Attorneys for Defendant ING Bank N.V., 5 as Security Agent: 6 One Battery Park Plaza 7 New York, New York 10004 8 BY: BRIAN P. MALONEY, ESQ. 9 LAURA E. MILLER, ESQ. 10 11 FREEHILL HOGAN & MAHAR LLP 12 Attorneys for Hapag-Lloyd Aktiengesellschaft 13 80 Pine Street 14 New York, New York 10005 15 BY: MICHAEL FERNANDEZ, ESQ. (Via telephone) 16 MICHAEL DEHART, ESQ. 17 18 CLYDE & CO. US LLP 19 Attorneys for U.S. Oil Trading LLC 20 405 Lexington Avenue 21 New York, New York 10174 22 BY: CASEY D. BURLAGE, ESQ. 23 24 McDERMOTT WILL & EMERY 25 Attorneys for O.W. Bunker Germany GMBH 26 340 Madison Avenue 27 New York, New York 10173 28 BY: DARREN AZMAN, ESQ. 29 MICHAEL GALEN, ESQ. 30 ULRIKE WITT, ESQ. (via videoconference) 31 -and- 32 HILL RIVKINS LLP 33 45 Broadway, Suite 1500 34 New York, New York 10006 35 BY: JUSTIN M. HEILIG, ESQ. (via videoconference) 36 37 SIMMS SHOWERS LLP 38 Attorneys for O'Rourke Marine Services L.P. 39 201 International Circle, Suite 250 40 Hunt Valley, Maryland 21030 41 BY: MARIOS J. MONOPOLIS, ESQ. (via teleconference)</p>	<p style="text-align: center;">Page 5</p> <p>1 - BORIS GRONENBERG - 2 IT IS HEREBY STIPULATED AND AGREED by 3 and among the attorneys for the respective parties 4 hereto, that the sealing and filing of the within 5 deposition be waived. 6 7 IT IS FURTHER STIPULATED AND AGREED 8 that all objections, except as to the form, are 9 reserved to the time of trial. 10 11 IT IS FURTHER STIPULATED AND AGREED 12 that the within examination and any corrections 13 thereto may be signed before any Notary Public 14 with the same force and effect as if signed and 15 sworn to before this Court. 16 17 18 19 20 21 22 23 24 -000- 25</p>

<p style="text-align: right;">Page 30</p> <p>1 - BORIS GRONENBERG - 2 of that e-mail? 3 A. We have won the stem on the bidding 4 platform and Karl is asking Pablo to ensure a good 5 profit for us. 6 Q. Then if we look at the next page, 7 Bates-stamped 433, e-mail from Pablo Sanso to 8 Karl-Heinz Selmer and it reads, at least the first 9 part, "Thanks, Karl. \$10 metric ton!?" That's 10 pretty optimistic I'd say." 11 Did I read that correctly? 12 A. Yes. 13 Q. Then the last sentence of that e-mail 14 says, "Sorry for the mess here, sir. I'll keep 15 you posted." 16 Did I read that correctly? 17 A. Yes. 18 Q. So, these e-mails, you would agree 19 with me, are an exchange between Karl-Heinz Selmer 20 at O.W. Germany and Pablo Sanso at O.W. U.S.A. 21 about the margins to be obtained for the sale of 22 bunkers to the LNG FINIMA correct? 23 MR. HEILIG: Objection to form. 24 A. Yes. 25 Q. Would you agree with me, sir, that in</p>	<p style="text-align: right;">Page 32</p> <p>1 - BORIS GRONENBERG - 2 on it. 3 MR. LETOURNEAU: The Bates is Bonny 4 Gas 0030 to 0032. 5 Q. Do you have that in front of you, 6 sir? 7 A. Yes. 8 Q. This is the sales order confirmation 9 issued by O.W. Bunker to Nigeria LNG for the 10 supply of bunkers to the LNG FINIMA, correct? 11 A. Correct. 12 Q. And it is dated in Hamburg 24 October 13 2014, correct? 14 A. Correct. 15 Q. And it shows the delivery date 16 between 29 October 2014 and 29 October 2014, 17 correct? 18 A. Correct. 19 Q. It also identifies the supplier as 20 NuStar, correct, in the middle of the page? 21 A. Correct. 22 Q. You would agree with me that this 23 sales order confirmation would have been provided 24 by O.W. Bunker to Nigeria LNG in advance of the 25 actual delivery of the bunkers to the LNG FINIMA,</p>
<p style="text-align: right;">Page 31</p> <p>1 - BORIS GRONENBERG - 2 an arm's-length transaction between two companies 3 that are not affiliated with each other, that it 4 would be highly unusual for you to share margin 5 information between those companies? 6 MR. HEILIG: Objection to form. 7 A. No, because there was an agreed 8 profit sharing agreement between internal offices. 9 Q. Is that a written document, a written 10 profit sharing agreement? 11 A. I'm not aware of any written 12 document. 13 Q. It's just a practice of sharing 14 profits between different offices, correct? 15 MR. HEILIG: Objection form. 16 A. Between internal O.W. Bunker offices, 17 yes. 18 Q. Sir, were you aware of any financial 19 problems involving the O.W. Bunker Group before 20 the collapse in early November 2014? 21 A. No, not at all. 22 Q. Let's look at the sales order 23 confirmation which we have marked as Exhibit 24 Number 13. 25 MR. HEILIG: Keith, what's the Bates</p>	<p style="text-align: right;">Page 33</p> <p>1 - BORIS GRONENBERG - 2 correct? 3 A. Correct. 4 Q. And it appears, if you look on the 5 lower left-hand portion of the document, it's in 6 very fine print, there appears to be some 7 information about how the document was 8 transmitted. 9 Do you see that? 10 MR. HEILIG: Keith, where are you 11 looking? 12 Q. In the lower left-hand portion of the 13 document. It says, "O.W.B. SG D 119 stand 14 24102014" and then it has a time in CET. 15 Do you see that? 16 A. Yes. 17 Q. So that appears to be some form of 18 transmittal from O.W. Germany of this document. 19 Would you agree with that? 20 MR. MALONEY: Objection to form. 21 A. I've never seen it before. 22 Q. Okay. Understood. 23 MR. LETOURNEAU: I don't know if I 24 have too much more. If I could just take a 25 short break and look over my notes.</p>

<p style="text-align: right;">Page 50</p> <p>1 - BORIS GRONENBERG -</p> <p>2 A. Yes.</p> <p>3 Q. The quantity of 2900 metric tons of</p> <p>4 fuel oil?</p> <p>5 A. Yes.</p> <p>6 Q. And the supplier there is U.S. Oil,</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. You understand that this transaction</p> <p>10 was also subject to Hapag-Lloyd's terms and</p> <p>11 conditions and not O.W. Bunker's terms and</p> <p>12 conditions?</p> <p>13 A. Yes. On the remarks it always says</p> <p>14 Hapag-Lloyd's general terms and conditions to</p> <p>15 apply.</p> <p>16 Q. That's the general terms and</p> <p>17 conditions 2007, correct?</p> <p>18 A. Correct.</p> <p>19 Q. Okay.</p> <p>20 MR. BURLAGE: Justin, please put</p> <p>21 place before the witness what's been produced</p> <p>22 at OWG 9949 000367 through 369.</p> <p>23 This will be marked as 24.</p> <p>24 (Whereupon, Exhibit 24 was marked at</p> <p>25 this time.)</p>	<p style="text-align: right;">Page 52</p> <p>1 - BORIS GRONENBERG -</p> <p>2 general terms and conditions did not apply?</p> <p>3 A. Yes.</p> <p>4 MR. BURLAGE: Okay. Justin, can you</p> <p>5 please place before the witness the PDF I</p> <p>6 sent you this morning which has been produced</p> <p>7 by Hapag-Lloyd and bears Bates numbers</p> <p>8 HPL-USOT 00039 through 41.</p> <p>9 (Whereupon, Exhibit 25 was marked at</p> <p>10 this time.)</p> <p>11 MR. BURLAGE: Please let me know when</p> <p>12 the witness has that before him.</p> <p>13 MR. HEILIG: We're good.</p> <p>14 MR. BURLAGE: Thank you.</p> <p>15 Q. Mr. Gronenberg, can you please take a</p> <p>16 look at these three pages and let me know if you</p> <p>17 have seen this document before.</p> <p>18 A. Yes, I've seen it.</p> <p>19 Q. Okay. Do you recall the first time</p> <p>20 that you have seen this document?</p> <p>21 A. No.</p> <p>22 Q. Okay. Let's go to the last page</p> <p>23 which has been marked HPL-USOT 00041. On the</p> <p>24 bottom right-hand of that page appears to be a</p> <p>25 stamp by O.W. Bunker Germany GmbH with an address</p>
<p style="text-align: right;">Page 51</p> <p>1 - BORIS GRONENBERG -</p> <p>2 Q. Mr. Gronenberg, do you have this</p> <p>3 document before you?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Do you recognize this as</p> <p>6 O.W. Germany's sales order confirmation to</p> <p>7 Hapag-Lloyd for the subject delivery to the SANTA</p> <p>8 ROBERTA at the port of Tacoma on October 9, 2014?</p> <p>9 A. Yes.</p> <p>10 Q. Do you see that it's dated 1 October</p> <p>11 2014?</p> <p>12 A. Yes.</p> <p>13 Q. Do you see there that the quantity is</p> <p>14 for 2700 metric tons of fuel oil to the vessel?</p> <p>15 A. Yes.</p> <p>16 Q. Do you see that the supplier listed</p> <p>17 here as U.S. Oil?</p> <p>18 A. Yes.</p> <p>19 Q. Under remarks, is it correct that it</p> <p>20 also lists Hapag-Lloyd's general terms and</p> <p>21 conditions 2007 shall apply?</p> <p>22 A. Correct.</p> <p>23 Q. And is it your view that on this</p> <p>24 transaction, Hapag-Lloyd general terms and</p> <p>25 conditions 2007 applied and O.W. Bunker Germany's</p>	<p style="text-align: right;">Page 53</p> <p>1 - BORIS GRONENBERG -</p> <p>2 in Hamburg and then there's a signature beneath</p> <p>3 that.</p> <p>4 Do you recognize that signature?</p> <p>5 A. Yes.</p> <p>6 Q. Whose signature is that?</p> <p>7 A. Mr. Lehsten.</p> <p>8 Q. Okay. What about the -- looks like</p> <p>9 there's a scribble or an initial on the bottom</p> <p>10 right of the first two pages of this document.</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Do you recognize that as</p> <p>14 Mr. Lehsten's initial?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. What is your understanding of</p> <p>17 what this document is?</p> <p>18 A. The general terms and conditions</p> <p>19 which Hapag-Lloyd requests for purchasing bunkers.</p> <p>20 Q. Would you agree that this is</p> <p>21 Hapag-Lloyd's general terms and conditions for</p> <p>22 what's been listed as 2007 which would apply to</p> <p>23 the four shipments we just discussed?</p> <p>24 MR. HEILIG: Objection to form.</p> <p>25 A. When is this dated 2007, yes. I</p>

<p style="text-align: center;">Page 54</p> <p>1 - BORIS GRONENBERG - 2 don't know, is it? 3 Q. Well, it's a little difficult to 4 tell, but it looks like underneath that stamp 5 there may be a date but I can't tell if that is 6 correct, but -- would this be a document that 7 would have been maintained in O.W. Germany's files 8 in its regular course of business? 9 A. Yes. 10 Q. Okay and yesterday Mr. Lehsten 11 testified that as part of a condition with doing 12 business with Hapag, Hapag required O.W. Germany 13 to sell basis Hapag's terms and conditions. 14 Would you agree with that? 15 MR. HEILIG: Objection to form. 16 A. Yes. 17 Q. Is -- that would -- that would apply 18 for these four shipments to your understanding? 19 A. Yes. 20 Q. Do you know if O.W. Germany -- let me 21 just back up. 22 You said that you were department 23 manager from 2009 at O.W. Germany in its trading 24 department; is that correct? 25 A. Correct.</p>	<p style="text-align: center;">Page 56</p> <p>1 - BORIS GRONENBERG - 2 Q. Okay. Do you know if O.W. Bunker 3 U.S.A. had the capability to supply fuel 4 physically in Tacoma in 2014? 5 MR. HEILIG: Objection to form. 6 MR. FERNANDEZ: Objection to form. 7 A. No. 8 Q. No, you don't know; or no, they did 9 not have the capability to do so as far as you are 10 aware? 11 A. As far as I'm aware, they did not 12 have the capability. 13 Q. Would that be the same with O.W. 14 Germany? 15 MR. HEILIG: Same objection. 16 MR. FERNANDEZ: Same objection. 17 A. Yes. 18 MR. BURLAGE: Justin, can you please 19 place before the witness what's been produced 20 by O.W. Germany and it bears Bates numbers 21 OWG 9949 - 00446 through 449. 22 Please let me know when the witness 23 has that before him. 24 MR. HEILIG: He has it. 25 Q. Mr. Gronenberg, can you please take a</p>
<p style="text-align: center;">Page 55</p> <p>1 - BORIS GRONENBERG - 2 Q. Now, is the trading department the 3 same as the reselling department or the resale 4 department or are those different? 5 A. No, it's the same just a different -- 6 MR. HEILIG: Finish your answer. 7 A. Just a different wording or naming 8 it. 9 Q. But it's the same department then? 10 A. Yes. 11 Q. Do you know if O.W. Germany 12 physically supplied fuel on the west coast of the 13 United States at any point in 2014? 14 MR. HEILIG: Objection to form. 15 MR. DEHART: Objection to form. 16 MR. FERNANDEZ: Objection to form. 17 Q. Are you aware that if O.W. Germany 18 had the capability to supply fuel physically in 19 the port of Tacoma, Washington in 2014. 20 MR. BURLAGE: Let him answer. 21 MR. HEILIG: Objection. 22 MR. FERNANDEZ: Objection to form as 23 well. 24 Q. Did we have an answer? 25 A. I said no.</p>	<p style="text-align: center;">Page 57</p> <p>1 - BORIS GRONENBERG - 2 look at these couple of pages of documents and let 3 me know when you've completed your review. 4 A. Okay. 5 Q. Would you agree that this is an 6 e-mail from Kai Zu to Karl-Heinz Selmer dated 7 October 1st, 2014, with the subject line Re: ENQ 8 SANTA ROBERTA? 9 MR. MALONEY: Do you have a copy of 10 that? 11 MR. DEHART: Yes. 12 MR. HEILIG: Are we marking this as 13 an exhibit? 14 MR. BURLAGE: I don't know yet, hold 15 on a second, please. 16 Q. Do we have an answer to that last 17 question, please? 18 A. Yes. 19 Q. What do you understand that -- let me 20 back up quickly. 21 Kai Zu, do you know who that is? 22 A. My colleague in the U.S. 23 Q. Is that a male or female? 24 A. A male. 25 Q. Does he work in the Houston office of</p>

<p style="text-align: right;">Page 58</p> <p>1 - BORIS GRONENBERG - 2 O.W. Bunker U.S.A., is that correct or did he? 3 A. Correct. 4 Q. Did he? 5 A. Yes. 6 Q. As you understand it, what is Mr. Zu 7 saying to Mr. Selmer here where he says, "Good 8 morning, Karl. Let's get it today." 9 And then under Tacoma -- do you see 10 where it says Tacoma? 11 A. Yes. 12 Q. Then he lists P66 Tesoro and U.S. 13 Oil. Are P66 and Tesoro -- what is your 14 understanding of those two companies? 15 MR. HEILIG: Objection to form. 16 A. Suppliers in Tacoma. 17 Q. They're physical suppliers of fuel in 18 Tacoma along with U.S. Oil; is that correct? 19 MR. HEILIG: Objection to form. 20 A. Correct. 21 Q. Do you see where it says in bold, 22 "U.S. Oil let's get the RMK for him"? 23 A. Yes. 24 Q. Do you know what that means, "Let's 25 get the RMK for him"?</p>	<p style="text-align: right;">Page 60</p> <p>1 - BORIS GRONENBERG - 2 would it then convey those typicals to Hapag? 3 A. Upon request, yes. 4 Q. And how would that be done, by phone 5 or by e-mail, do you know? 6 A. Either way. 7 Q. Either way. Okay. But you don't 8 know in this case if that was done by e-mail or by 9 phone, do you? 10 A. I don't know. 11 Q. Okay. But did you understand that 12 Hapag had instructed that fuel being supplied to 13 this vessel would need certain specifications? 14 MR. HEILIG: Objection, form. 15 MR. FERNANDEZ: Objection to form. 16 MR. MALONEY: Same objection. 17 A. Not really. 18 Q. Okay. In your experience, did Hapag 19 require that the fuel delivered to its vessels 20 have certain specifications? 21 MR. HEILIG: Objection to form. 22 MR. FERNANDEZ: Objection to form. 23 A. Yes. 24 Q. How do you know that? 25 A. They would like to see or compare</p>
<p style="text-align: right;">Page 59</p> <p>1 - BORIS GRONENBERG - 2 Do you have any understanding of what 3 that might mean? 4 A. Yes. Yes, that Kai suggests to Karl 5 to fix -- to fix an RMK with U.S. Oil. 6 Q. And underneath that "549/MTD for 7 RMK," in bold. Would that be the price that Kai 8 Zu has conveyed to Karl that has been provided by 9 U.S. Oil? Is that your understanding? 10 MR. HEILIG: Objection to form. 11 A. Yes. 12 Q. Then under that it says, "Typicals." 13 And then it lists, looks like some numbers for 14 "API/bore, sulphur, aluminum, silicon, sodium," 15 et cetera. 16 Are those -- is it your understanding 17 that those are also typicals that Kai is giving to 18 Karl that he had received from U.S. Oil? 19 MR. HEILIG: Objection to form. 20 MR. DEHART: Objection to form. 21 MR. FERNANDEZ: Objection to form. 22 MR. MALONEY: Objection. 23 A. That's how I understand it, yes. 24 Q. Now, would O.W. Germany, in this case 25 Mr. Selmer, in its regular course of business,</p>	<p style="text-align: right;">Page 61</p> <p>1 - BORIS GRONENBERG - 2 also the typical specifications of the product 3 offered in order to determine which products they 4 find most suitable for their vessels engines. 5 Q. And so they would use the typicals to 6 determine which fuel they wanted to select to 7 have? 8 MR. HEILIG: Objection. 9 A. Not only typicals -- 10 MR. FERNANDEZ: Objection. 11 Q. I'm sorry, continue. 12 A. Not only the typicals. Of course 13 also the price. 14 Q. So your understanding is that 15 Hapag-Lloyd would consider both the typicals 16 provided by the supplier and the price to 17 determine which set of fuel to purchase? 18 MR. FERNANDEZ: Objection to form. 19 MR. HEILIG: Objection to form. 20 MR. HEILIG: Objection to form. 21 A. Yes. 22 Q. Thank you. 23 MR. BURLAGE: I'll mark this as 24 Exhibit 26, please. 25 (Whereupon, Exhibit 26 was marked at</p>

<p style="text-align: center;">Page 70</p> <p>1 - BORIS GRONENBERG - 2 I have no further questions at this 3 time. Mr. Gronenberg, thank you very much, 4 and with that I'll pass the witness. 5 MR. DEHART: Mike, are you there? 6 MR. FERNANDEZ: I'm thinking if we 7 have any other questions. I don't know if 8 anyone has anything first. 9 MR. AZMAN: Do you want to take a 10 quick two- or three-minute break? 11 MR. MALONEY: Let's take a 12 five-minute break. 13 (Whereupon, there was a brief recess 14 in the proceedings.) 15 MR. AZMAN: Marios, do you want to go 16 next? 17 MR. MONOPOLIS: I'm happy to. 18 EXAMINATION BY MR. MONOPOLIS: 19 Q. Good morning/afternoon. This is 20 Marios Monopolis, I represent O'Rourke Marine in 21 case number 14 CV 10027. 22 Mr. Gronenberg, can you hear me? 23 A. Yes, I can hear you. 24 Q. Okay. Great. 25 I apologize, I'm only participating</p>	<p style="text-align: center;">Page 72</p> <p>1 - BORIS GRONENBERG - 2 A. They were our colleagues and the 3 relationship was that they were in charge of 4 procurement of all the group bunkers in the 5 Americas. 6 Q. Okay. Thank you. 7 Would you happen to know 8 approximately how many transactions occurred 9 between O.W. Germany and O.W. U.S.A. in 2014 and 10 an estimate is fine. 11 A. No, I could not estimate, although 12 the oil we were overseeing 400 inquiries per month 13 with 200 nominations on average and I don't know 14 which -- how many of them were with the U.S. 15 colleagues. I do not know. 16 Q. Would it be safe to assume, and I 17 recognize this is an assumption, that O.W. Germany 18 and O.W. U.S.A. collaborated on more than just the 19 supply of the DERBY D and the SYDNEY EXPRESS? 20 MR. HEILIG: Objection to form. 21 MR. DEHART: Objection. 22 MR. FERNANDEZ: Objection. 23 MR. HEILIG: You can answer. 24 A. Yes. 25 Q. In the transactions between O.W.</p>
<p style="text-align: center;">Page 71</p> <p>1 - BORIS GRONENBERG - 2 by phone today so you can't see me and I can't see 3 you. 4 I'm going to ask you a few questions 5 about O.W. Germany's role in the bunker supply to 6 two Hapag vessels, the DERBY D and the SYDNEY 7 EXPRESS. 8 MR. MALONEY: Mario, you're very low. 9 MR. MONOPOLIS: I apologize, I went 10 on speaker. Let me repeat that question or 11 the statement rather. 12 Q. I'd like to ask you a few questions 13 about O.W. Germany's role with respect to the 14 bunker supply to two Hapag vessels, the DERBY D 15 and the SYDNEY EXPRESS. 16 Mr. Gronenberg, are you familiar 17 those two vessels? 18 A. Yes. 19 Q. Are you familiar with O.W. Germany's 20 role with respect to the supply of bunkers to 21 those vessels? 22 A. Yes. 23 Q. Okay. Would you describe for me, 24 please, just in general terms the relationship 25 between O.W. Germany and O.W. U.S.A.</p>	<p style="text-align: center;">Page 73</p> <p>1 - BORIS GRONENBERG - 2 Germany and O.W. U.S.A., was there a standing 3 contract or was there contracting on an ad hoc 4 basis? 5 MR. HEILIG: Objection to form. 6 A. It was based on standard procedures 7 and normal purchase and sales information. 8 Q. For those purchase and sale 9 confirmations, did any of those purchase or sale 10 confirmations refer to a specific set of terms and 11 conditions? 12 A. That would be the O.W. Bunker Germany 13 terms. 14 Q. Are the O.W. Bunker Germany terms 15 different than the O.W. general terms and 16 conditions for the whole group? 17 A. I corrected that, O.W. Bunker Group 18 terms. 19 Q. Just to be clear, the O.W. Bunker 20 Group terms governed the contractual relationship 21 between O.W. Germany and O.W. U.S.A., is that 22 correct? 23 A. Correct. 24 Q. Okay. Are you familiar with the O.W. 25 Group terms and conditions?</p>

<p style="text-align: right;">Page 78</p> <p>1 - BORIS GRONENBERG - 2 instructed not to answer or he can answer? 3 MR. HEILIG: He can answer, if he 4 knows. Subject to our objection. 5 Q. Mr. Gronenberg -- 6 MR. MONOPOLIS: I'm sorry, would the 7 Court reporter please read back the question. 8 (The question requested was read back 9 by the reporter.) 10 A. Yes. 11 MR. MONOPOLIS: Thank you. Okay. 12 I've got no further questions. I'll tender 13 the witness. 14 Thank you, Mr. Gronenberg. 15 MR DEHART: Brian, do you have 16 anything? 17 Are you ready, Justin? 18 MR. HEILIG: Yes. 19 EXAMINATION BY MR. HEILIG: 20 Q. Mr. Gronenberg, my name is Mike 21 Dehart. I'm with the law firm Freehill Hogan 22 Mahar. On the phone is Michael Fernandez, also 23 with Freehill. We represent Hapag-Lloyd in three 24 of the four cases that you've been designated as 25 O.W. Germany's 30(b)(6) witness today which is</p>	<p style="text-align: right;">Page 80</p> <p>1 - BORIS GRONENBERG - 2 sales in the United States? 3 A. Correct. 4 Q. That would include all spot market 5 sales for bunkers that were supplied at the Port 6 of Houston? 7 A. Correct. 8 Q. That would include all spot market 9 sales the Port of Houston during the month or the 10 months of September and October 2014? 11 A. Correct. 12 Q. And these Hapag-Lloyd terms and 13 conditions would apply to the exclusion of O.W. 14 terms and conditions? 15 A. Yes. 16 Q. So the O.W. terms and conditions 17 would not apply to any sales done by O.W. Germany 18 to Hapag-Lloyd, correct? 19 MR. MALONEY: Objection to form. 20 A. Correct. 21 MR. DEHART: That's all I have for 22 you. 23 MR. AZMAN: Keith, do you have any 24 additional questions? 25 MR. LETOURNEAU: I have no further</p>
<p style="text-align: right;">Page 79</p> <p>1 - BORIS GRONENBERG - 2 case 14 Civ 9949, U.S. Oil case; 14 Civ 10027, 3 which is the O'Rourke Marine Services case; and 15 4 Civ 6718, which is the MV VIENNA EXPRESS case. 5 I have maybe a minute of questions 6 for you today, so try to keep this brief. 7 MR. DEHART: I'd like to go back to 8 what's been marked earlier as Exhibit 25. 9 Get that in front of the witness. 10 MR. HEILIG: It's the general terms 11 and conditions? 12 MR. DEHART: Yes. 13 MR. HEILIG: Do you know what the 14 Bates number is? 15 MR. DEHART: HPL-USOT 3941. 16 THE WITNESS: Okay. I've got it. 17 Q. Mr. Gronenberg, you testified earlier 18 that these are the Hapag-Lloyd terms and 19 conditions, correct? 20 A. Correct. 21 Q. And Hapag-Lloyd required these terms 22 and conditions to apply to all sales that were 23 done by O.W. Germany to Hapag-Lloyd? 24 A. Correct. 25 Q. That would include all spot market</p>	<p style="text-align: right;">Page 81</p> <p>1 - BORIS GRONENBERG - 2 questions. Thank you, sir. 3 MR. AZMAN: Are there any additional 4 questions from anybody else? 5 MR. HEILIG: I have just a few 6 questions. Just give me one second while I 7 get the documents. 8 EXAMINATION BY MR. HEILIG: 9 Q. Good afternoon, Mr. Gronenberg. Just 10 a few follow-up questions for you. 11 Earlier we looked at Exhibit 1 to 12 Hapag-Lloyd's First Amended Complaint in action 13 14 Civ 9949. 14 Do you recall seeing this document 15 earlier today? 16 A. Yes. 17 Q. And what is this document? 18 A. They are a contract. 19 Q. What does ARA contract stand for? 20 A. Amsterdam, Rotterdam, Antwerp area 21 contract. 22 Q. What are the ports of delivery 23 identified in the contract? 24 A. Antwerp and Rotterdam. 25 Q. What is the relevancy of this</p>

<p style="text-align: right;">Page 82</p> <p>1 - BORIS GRONENBERG - 2 contract to bunker transactions taking place at 3 U.S. ports in September and October of 2014? 4 A. There is no relevance. 5 Q. Why is that? 6 A. It is this ARA contract, only refers 7 to supplies in Antwerp and Rotterdam in the period 8 January 1st to December 31st, 2014. 9 Q. Okay. Now, do you have an 10 understanding of what the differentiation is 11 between a broker and a trader of bunker fuels? 12 A. Yes. 13 Q. What is that distinction? 14 A. The trader sells in his own name and 15 a broker concludes business in the name of the 16 buyer and seller. 17 Q. Does O.W. Germany or did O.W. Germany 18 fall within one of those two categories? 19 A. Yes. 20 Q. Which one? 21 A. As acting as trader. 22 Q. Why is that? 23 A. Because we were buying and selling in 24 our own name. 25 MR. HEILIG: I'm showing the witness</p>	<p style="text-align: right;">Page 84</p> <p>1 - BORIS GRONENBERG - 2 A. Yes. 3 Q. And do you know what the purpose of 4 identifying U.S. Oil as the supplier on this 5 document is? 6 A. Yes. 7 Q. What is it? 8 A. The buyer, Hapag-Lloyd, needs to be 9 informed who is the supplier for coordination of 10 the supply locally at Tacoma. 11 Q. Why is that? 12 A. To make the arrangements locally, the 13 agent has to arrange supplies locally and needs to 14 know who the parties are to inform about the 15 vessels arrival and readiness to take bunkers. 16 MR HEILIG: That's all the questions 17 I have. 18 MR. AZMAN: Are there any other 19 questions? 20 MR DEHART: Mike Fernandez, do you 21 have any questions? 22 MR. FERNANDEZ: I'm good. 23 MR. AZMAN: Mario, I assume you're 24 good. 25 MR. MONOPOLIS: That's correct.</p>
<p style="text-align: right;">Page 83</p> <p>1 - BORIS GRONENBERG - 2 a document previously marked as Exhibit 21, 3 O.W. Germany production Bates stamp 4 9949-000380 through 82. 5 Q. Mr. Gronenberg, do you recall seeing 6 this document earlier today? 7 A. Yes. 8 Q. What is this document? 9 A. The sales confirmation to 10 Hapag-Lloyd. 11 Q. Is there a seller identified on this 12 sales order confirmation? 13 A. Yes. 14 Q. Who is the seller? 15 A. O.W. Bunker Germany. 16 Q. Is there an account identified on 17 this document? 18 A. Yes. 19 Q. And what is the account identified on 20 it? 21 A. Hapag-Lloyd. 22 Q. Okay. Earlier you were asked whether 23 or not U.S. Oil is identified as a supplier on 24 this document. 25 Do you recall that?</p>	<p style="text-align: right;">Page 85</p> <p>1 - BORIS GRONENBERG - 2 MR. MALONEY: We have no questions at 3 this time. 4 MR. BURLAGE: No further questions. 5 MR. LETOURNEAU: No further questions 6 from Houston. Just want to talk about the 7 motion to extend. 8 MR. AZMAN: Let's go off the record. 9 (Whereupon, the deposition concluded 10 at 11:25 a.m.)</p>